INTERLOCAL AGREEMENT
TO PROVIDE SEWER, WATER, AND STREET SERVICES

Between

THURSTON COUNTY AND THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is entered into in duplicate originals between **THURSTON COUNTY,** a municipal corporation, hereinafter "County," and **CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION**, a federally-recognized Indian tribe, hereinafter "Tribe," collectively referred to herein as "Parties."

In consideration of the mutual benefits and covenants contained herein, the Parties mutually agree as follows:

1. PURPOSE OF AGREEMENT

This Agreement memorializes a negotiated agreement regarding the provision of sewer, water, and street services to the development of the property owned by the United States of America in trust for the Tribe and shown on Exhibit 1 attached hereto and incorporated herein by reference, Parcel Number **55702300000.** The development, otherwise known as "Eagle One," is referred to hereinafter as "The Project". The Project includes the construction of commercial type businesses on the property, including a 4 story hotel and other associated development.

The Tribe desires to develop all of the subject project and connect all of the development to sewer, water, and streets owned by Thurston County.

Thurston County desires to provide sewer, water, and street access to the Project and this Agreement is in the best interest of the Parties.

2. DURATION OF AGREEMENT

The term of this Agreement will begin on the date last executed below. This Agreement will terminate upon the Tribe's disconnecting from County sewer and water, and discontinuing access to County streets, unless amended by mutual written agreement of the Parties. This Agreement will be filed in accordance with RCW 39.34.040.

For the purposes of this Agreement, obligations during any construction period extend only for the construction of the specific system or portion thereof. For example, the fact that the Tribe may plan to add a restaurant or other facility on the Eagle One property at a later date, and to extend water or sewer service to such facility at a later date shall not cause the construction period to remain open after completion of the then-current portion of The Project.

3. SPECIFIC OBLIGATIONS OF THE TRIBE:

The Tribe agrees to comply with applicable Washington State laws and Thurston County Code as to all connections to County infrastructure, specifically as described in Title 15-*Public Works* of the Thurston County Municipal Code. This applies to the improvements that may be necessary to connect to the sewer, water, and streets, the fees and rates that will be paid, and the codes applying to continued use of these services. Infrastructure owned by the County includes street improvements within the County's Rights-of-Way, sewer and water service lines, and related appurtenances (e.g. manholes, valves…), up to and including their respective meters and hydrants. All rates, charges, conditions of service, and the right for the County or its agents to inspect, maintain, and replace as needed, all County-owned sewer and water infrastructure on site of Eagle One and to ensure compliance with Thurston County Code are also hereby agreed to.

a) Pre-Construction Obligations (Sewer): Before Construction, The Tribe Agrees to:

i. Design all sewer mains, pump stations, vacuum stations, manholes, and all associated necessary work (the "Sewer Design") to comply with County Codes and standards then in effect. All work to provide the necessary sewer infrastructure, including design, permitting, and administration, will be at the expense of the Tribe.

ii. Submit the Sewer Design to County for review and acceptance prior to bidding.

iii. Fund all costs associated with the design of The Project.

iv. Acquire all applicable local, State and federal permits for The Project.

v. Provide, or cause to be provided by the contractor/subcontractor, a performance and payment bond with a surety licensed to do business in the State of Washington assuring that any portions of the sewer to be owned and maintained by the County will be completed or the County may utilize the Bond to complete said improvements.

b) Construction Obligations (Sewer): During Construction. The Tribe Agrees to:

i. Adhere to all applicable local, State, and federal construction and traffic safety standards and requirements.

ii. Construct the work as set forth in the County accepted Sewer Design plans and documents for The Project.

iii. Fund all construction and contract administration costs associated with The Project.

iv. Submit all requests for material approvals, provided by the Contractor, to the County for concurrence of acceptance before notifying contractor of material acceptance.

v. Provide and pay for all construction control and inspection including, without limitation, a Project Manager, surveying, traffic control personnel and private certified testing laboratories.

vi. Allow access at all reasonable times to a County Inspector for all sewer improvements.

vii. Provide emergency contact information to the County.

viii. Perform according to standard industry practice of the work specified by this Agreement.

ix. Apply for a sewer connection and pay for all fees before the water is turned on to any building or service on the Eagle One property. The County will install the water meter(s), and create an account once the service is turned on. At that time, the Tribe will be responsible for all sewer service rates, fees, and charges. The County will install sewer meter(s) if both parties mutually agree.

c) <u>Post Construction Obligations (Sewer): After Construction. The Tribe Agrees to:</u>

i. Have the Tribe's Project Engineer certify in writing that the sewer installed as part of The Project has been completed in accordance with the approved plans.

ii. Request, from the County, final inspection and acceptance of the sewer installed as part of The Project as construction is completed.

iii. All work performed under this Contract shall be warranted to be free from defects in material and workmanship for a period of two years from the date of acceptance. If the County determines that the sewer installed as part of The Project has failed during the warranty period, the Tribe will perform any and all repairs at no additional cost to the County.

iv. Provide record drawings to the County.

v. Ensure that the sewer improvements comply with all County Codes for the duration of the use of County sewer, which includes all rates, fees, rights of inspections, adherence with discharge limitations, and all requirements of Title 15 of the Thurston County Code, as amended, for the duration of the connection to county sewer; provided, that the Tribe shall not be required to make revisions related to amendments to the Thurston County Code that apply only to newly constructed improvements. If violations in discharge limitations, non-payment, or any other violations of Code are found, the water service to the Project may be shut off until all violations are corrected.

vi. Provide a Bill of Sale, on forms provided by The County, for all publicly owned sewer infrastructure installed as part of The Project.

d) <u>Pre-Construction Obligations (Water): Before Construction, The Tribe Agrees to:</u>

i. Design all water mains, valves, hydrants, cross connection control, and all associated necessary work (the "Water Design") to comply with County Codes and standards then in effect. All work to provide the necessary water infrastructure, including design, permitting, and administration will be at the expense of the Tribe.

ii. Submit the Water Design to County for review and acceptance prior to bidding.

iii. Fund all costs associated with the design of the water installed as part of The Project.

iv. Acquire all applicable local, State and federal permits for The Project.

v. Provide, or cause to be provided by the contractor/subcontractor, a performance and payment bond with a surety licensed to do business in the State of Washington assuring that the water installed as part of The Project will be completed or the County may utilize the Bond to complete said improvements.

e) <u>Construction Obligations (Water): During Construction. The Tribe Agrees to:</u>

i. Adhere to all applicable local, State, and federal construction and traffic safety standards and requirements.

ii. Construct the work as set forth in the County accepted design plans and documents for the water installed as part of The Project.

iii. Fund all construction and contract administration costs associated with the water installed as part of The Project.

iv. Submit all requests for material approvals, provided by the Contractor, to the County for concurrence of acceptance before notifying contractor of material acceptance.

v. Provide and pay for all construction control and inspection including, without limitation, a Project Manager, surveying, traffic control personnel and private certified testing laboratories.

vi. Allow access at all reasonable times to a County Inspector for all water improvements.

vii. Provide emergency contact information to the County.

viii. Perform according to standard industry practice of the work specified by this Agreement.

ix. Apply for a water connection to each building and pay for all fees before the water is connected to any building or service on the Eagle One property. The County will install the water meter(s) and create an account once the service is turned on. At that time, the Tribe will be responsible for all rates, fees, and charges.

f) Post Construction Obligations (Water): After Construction. The Tribe Agrees to:

i. Have the Tribe's Project Engineer certify in writing that the water installed as part of The Project has been completed in accordance with the approved plans.

ii. Request, from the County, final inspection and acceptance of the water installed as part of The Project as construction is completed and prior to final acceptance.

iii. All work performed under this Agreement shall be warranted to be free from defects in material and workmanship for a period of two years from the date of acceptance. If the County determines that the water installed as part of The Project has failed during the warranty period, the Tribe will perform any and all repairs at no additional cost to the County.

iv. Provide record drawings to the County.

v. Ensure that the water improvements comply with all County Codes for the duration of the use of County water, which includes all rates, fees, rights of inspections, adherence with cross connection control, and all requirements of Title 15 of Thurston County Code, as amended, for the duration of the connection to county water; provided, that the Tribe shall not be required to make revisions related to amendments to the Thurston County Code that apply only to newly constructed improvements. If violations in cross connection, non-payment, or any other violations of Code are found, the water service to the Project may be shut off until all violations are corrected.

vi. Provide a Bill of Sale, on forms provided by The County, of all publicly-owned water infrastructure installed as part of The Project, including all components from the existing water main up to and including the water meters installed as part of The Project.

g) Pre-Construction Obligations (Street): Before Construction, The Tribe Agrees to:

i. For all work within the County's street rights-of-way, submit for a Right of Way permit and comply with all conditions of the permit. These will include, but may not be limited to, design and installation of all roadway, curbs, gutters, planter strips, sidewalks, storm drainage, driveways, traffic control, street lighting,

landscaping, and all associated necessary work to comply with County Codes and standards. All work to provide the necessary street infrastructure, including design and construction will be at the expense of the Tribe.

ii. Submit street infrastructure design to County for review and acceptance prior to bidding.

iii. Fund all costs associated with the design and construction of the street infrastructure installed as part of The Project.

iv. Acquire all applicable local, State and federal permits for the street infrastructure installed as part of The Project.

v. Provide, or cause to be provided by the contractor/subcontractor, a performance and payment bond with a surety licensed to do business in the State of Washington assuring that all street infrastructure installed as part of The Project will be completed or the County may utilize the Bond to complete said improvements.

h) <u>Construction Obligations (Street): During Construction. The Tribe Agrees to:</u>

i. Adhere to all permit requirements and applicable local, State, and federal construction and traffic safety standards and requirements.

ii. Construct the work as set forth in the County accepted design plans and documents for the street infrastructure installed as part of The Project.

iii. Fund all construction and contract administration costs associated with the street infrastructure installed as part of The Project.

iv. Submit all requests for material approvals, provided by the Contractor, to the County for concurrence of acceptance before notifying contractor of material acceptance.

v. Provide and pay for all construction control and inspection including, without limitation, a Project Manager, surveying, traffic control personnel and private certified testing laboratories.

vi. Allow access at all reasonable times to a County Inspector for the street infrastructure installed as part of The Project.

vii. Provide emergency contact information to the County.

viii. Perform according to standard industry practice of the work specified by this Agreement.

i) **Post Construction Obligations (Street): After Construction. The Tribe Agrees to:**

i. Have the Tribe's Project Engineer certify in writing that the street infrastructure installed as part of The Project has been completed in accordance with the approved plans.

ii. Request, from the County, final inspection and acceptance of the street infrastructure installed as part of The Project as construction is completed.

iii. All work performed under this Agreement shall be warranted to be free from defects in material and workmanship for a period of two years from the date of acceptance. If the County determines that the street infrastructure installed as part of The Project has failed during the warranty period, the Tribe will perform any and all repairs at no additional cost to the County.

iv. Provide record drawings to the County.

v. Ensure that the street infrastructure improvements comply with all County Codes for the duration of the use of County streets, which includes keeping all street infrastructure clean and free from debris and conflicts to traffic, approval of any changes to access, and all requirements of Title 15 of Thurston County Code, as amended, provided, that the Tribe shall not be required to make revisions related to amendments to the Thurston County Code that apply only to newly constructed improvements. If violations of Code are found, the County street access to the Project may be closed until all violations are corrected.

4. **SPECIFIC OBLIGATIONS OF COUNTY:**

a) **Pre-Construction Obligations: Before Construction. The County Agrees to:**

i. Review the project sewer, water, and street infrastructure design and issue concurrence to the Tribe for construction of the sewer, water, and street infrastructure improvements that are part of The Project. This shall be by accepting and noting on the design drawings that the County agrees to construction of the design. A copy of these accepted drawings shall be on site at all times during construction.

ii. Issue the appropriate permits for construction of sewer, water, and street infrastructure improvements upon verifying compliance with all regulations and codes applicable to the sewer, water, and street infrastructure improvement design and construction, within a maximum of four (4) months after receiving from the Tribe completed, required and applicable documentation.

iii. Review and accept the performance bond.

iv. Submit a "Right-of-way Application" and all supporting documents required by federal regulations, including without limitation 29 C.F.R. Part 129, for a utility easement on the Eagle One property, and obtain such easement. The Tribe will provide reasonable support to County in the completion and submission of the Application, including without limitation that the Tribe will bear the cost of any survey required by the United States Department of the Interior.

b) Construction Obligations: During Construction. The County Agrees to:

i. Provide a County Inspector for The Project. The County will respond to the Tribe's request for key inspections within forty eight (48) hours of request.

ii. Provide emergency contact information to the Tribe.

iii. Perform review of Tribe's requests for material approvals as soon as is practicable and give notice of concurrence of material acceptance as soon as such review has determined material to be acceptable.

c) Post Construction Obligations: After Construction. The County Agrees to:

i. Conduct a final inspection to evaluate compliance with the standards and requirements of this Agreement. The Tribe will be given a list of outstanding issues to be corrected prior to final acceptance by the County of the sewer, water, and street improvements that are part The Project.

ii. Notify the Tribe in writing of final acceptance of sewer, water, and street infrastructure improvements. The County's final acceptance does not constitute acceptance of any unauthorized or defective work or material.

iii. After final acceptance of sewer, water, and street infrastructure improvements that are part of The Project, set out above, and provided these improvements are completed in accordance with this Agreement, assume responsibility for the maintenance and operation of sewer, water, and street improvements.

5. THE TRIBE AND THE COUNTY AGREE:

a) If the Tribe and the County disagree on an issue during construction, the Tribal Project Engineer and the County Project Engineer shall make the decision. If these cannot come to agreement, the final resolution shall be made between the County Engineer and the Tribal Project Manager.

b) Review, approval and acceptance of any design or construction documents or acceptance of The Project by the County does not in any way relieve the Tribe of its responsibility to comply with the standards and specifications of federal, State, tribal, or local laws, rules, regulations, and ordinances that affect the installation of sewer, water, and street infrastructure built as part of The Project set out in this Agreement.

6. AGREEMENT REPRESENTATIVES:

Each party to this Agreement will have an Agreement Representative. Each party may change its representative upon providing written notice to the other party. The Parties' representatives are as follows:

a) For Tribe:

Name of Representative: David Burnett
Title: Interim CEO, Chehalis Tribal Enterprises
Mailing Address: 18120 Anderson Road SW
City, State and Zip Code: Oakville, WA. 98568
Telephone Number: 360-273-1251
Fax Number: 360-273-6665
E-mail Address: dburnett@chehalistribe.com

b) For County:

Name of Representative: Scott Lindblom, P.E.
Title: County Engineer
Mailing Address: 9605 Tilley Road S.
City, State and Zip Code: Olympia, WA 98512
Telephone Number: 360-867-2300
Fax Number:
E-Mail Address: lindbls@co.thurston.wa.us

7. ROLE OF AGREEMENT REPRESENTATIVES

The above named representatives will work together in meeting the terms of this Agreement in a timely manner.

8. COMPENSATION

No mutual compensation between the County and the Tribe is part of this Agreement.

9. AMENDMENTS AND CHANGES IN WORK

No amendment, modification, or renewal will be made to this Agreement unless set forth in a written agreement, signed by persons authorized to bind each of the Parties. Work under an agreement will not proceed until the agreement is duly executed by the Parties.

10. RELATIONSHIP OF THE PARTIES

a) The Tribe acknowledges that it is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to County employees.

b) The Tribe will have and maintain complete responsibility and control over all of its contractors, subcontractors, employees, agents, and representatives. No contractor, subcontractor, employee, agent or representative of the Tribe will be or be deemed to be or act or purport to act as an employee, agent or representative of the County.

c) The Tribe agrees to assume full responsibility for meeting applicable legal requirements for performance of work on The Project.

d) No separate legal entity is created by this Agreement and no joint organization is established. No common budget is to be established. No personal or real property is to be jointly acquired or held.

e) This Agreement is for the benefit of the Parties, and no third party beneficiary relationship is intended.

11. COMPLIANCE WITH THE LAW

The Tribe agrees to comply with all applicable laws, rules and regulations in performing this Agreement and The Project.

12. DISPUTE RESOLUTION

In the event of a dispute between the parties arising from either party's rights or obligations hereunder, the designated representatives of the parties will first engage in direct dialogue in a good-faith effort to resolve the dispute in a mutually-acceptable manner. Should these good-faith efforts fail, and as a condition precedent to any other dispute resolution method, the parties will attempt to resolve the dispute through mediation with an agreed-upon mediator in an agreed location. The parties shall share the costs of the mediator equally. Should mediation fail to resolve the dispute in whole or in part within sixty (60) days, or if the parties are unable to agree upon a mediator and location within thirty (30) days, following the request for mediation from one party to the other, either party may commence a suit as described in Section 13 below to address any unresolved element(s) of the dispute.

13. LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CHOICE OF LAW FOR PURPOSE OF ENFORCING THIS AGREEMENT

a) Nothing in this Agreement is or will be deemed to be a waiver of the Tribe's sovereign immunity from suit, except that the Tribe hereby provides a limited waiver of its

sovereign immunity and consents to be sued by the County should the County commence an action to enforce the obligations of the Tribe under this Agreement. This limited waiver is for the exclusive use and benefit of the County and will not apply to or extend to any third party or third party beneficiary. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity, which is included as part of this Agreement. The Tribe shall provide a copy of said Resolution to the County prior to the County's execution of this Agreement. Notwithstanding the foregoing, the County will not be entitled to levy upon any federal monies or grant monies received by the Tribe in its governmental capacity.

b) All actions or suits arising out of this Agreement will be brought in the United States District Court for the Western District of Washington. If the United States District Court lacks jurisdiction, then an action may be brought in Thurston County Superior Court. The Tribe expressly agrees and consents to be sued in such courts and in such priority. Notwithstanding the foregoing, the County may but is not required to exercise this limited waiver of sovereign immunity in the Chehalis Tribal Court.

c) This Agreement has been and will be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement will be governed by the laws of the State of Washington and applicable federal law, both as to its interpretation and performance.

13. INDEMNIFICATION AND HOLD HARMLESS

a) The Tribe will be responsible for and will indemnify and hold the County, its officers, employees, and agents harmless from all liability resulting from the acts or omissions of the Tribe and its agents, contractors, subcontractors, employees, and officers, caused by or arising out of the Tribe's acts, errors or omissions in the performance of this Agreement.

b) The County will be responsible for and will indemnify and hold the Tribe, its officers, employees, and agents harmless from all liability resulting from the acts or omissions of the County and its agents, contractors, subcontractors, employees, and officers, caused by or arising out of the County's acts, errors or omissions in the performance of this Agreement.

c) In executing this Agreement, neither the County nor the Tribe assumes liability or responsibility for or in any way release the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of the other Party's laws, rules or regulations, and which would not otherwise arise in the absence of the other Party's laws, rules, or regulations. The Parties each agree to indemnify, defend, and hold harmless the other Party from any cause, claim, suit, or action arising out of this Agreement that is based on the indemnifying Party's laws, rules, or regulations, and which would not arise in the absence of such laws, rules, or regulations.

d) In the event of the concurrent negligence of the Parties, the Tribe's obligations hereunder shall apply only to the percentage of fault attributable to the Tribe, its elected and appointed officials, officers, employees, agents, contractors, and subcontractors.

e) In the event of the concurrent negligence of the Parties, the County's obligations hereunder shall apply only to the percentage of fault attributable to the County's elected and appointed officials, officers, employees, agents, contractors, and subcontractors.

f) Each party's indemnification and hold harmless obligations shall not extend to claims arising from the sole negligence of either party, its elected and appointed officials, officers, employees, or agents.

g) The Parties agree the obligations of this indemnification and hold harmless section shall survive the expiration or termination of this Agreement and completion of The Project.

14. SEVERABILITY

a) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions will not be affected, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b) If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict will be deemed inoperative and null and void insofar as it may conflict, and will be deemed modified to conform to such statutory provision.

c) Should either the County or the Tribe determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the County or the Tribe may, in its sole discretion, terminate this Agreement.

d) The Parties agree that should a court of competent jurisdiction hold this Agreement in its entirety to be invalid, or either party terminates this Agreement as set out in (c) above, neither Party shall be liable to the other Party for any costs whatsoever, including without limitation, expenses, damages, or fees, associated with The Project.

15. NON-WAIVER OF RIGHTS

The Parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

16. INSPECTION OF BOOKS AND RECORDS

County may, at reasonable times, inspect the books and records of Tribe relating to the performance of this Agreement. Tribe will keep all records required by this Agreement for six (6) years after termination of this Agreement. Copies of all records, accounts, documents or other data pertaining to The Project will be furnished by the Tribe upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation will be retained by the Tribe until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

17. NONDISCRIMINATION

Tribe, its assignees, delegates, contractors or subcontractors will not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability, except that the Tribe will exercise Native-American preference in accordance with Chehalis Tribal law. Implementation of this provision will be consistent with RCW 49.60.400 to the extent that such law is not inconsistent with federal law.

18. NOTICES

Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 5. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by facsimile, service will be effective upon receipt during working hours. If a facsimile is sent after working hours, it will be effective at the beginning of the next working day.

19. ENTIRE AGREEMENT

This Agreement, together with those documents incorporated herein by reference, sets forth all terms and conditions agreed upon by the Parties and supersedes any prior agreements oral or otherwise with respect to the subject matter addressed herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Chair

Vice-Chair

Commissioner

Date: 2/23/2016

ATTEST:

Clerk of the Board

Approved as to form only:
Jon Tunheim
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

CONFEDERATED TRIBES OF THE
CHEHALIS RESERVATION

Tribal Chair

Tribal Vice Chair

Date: 3/3/2016

Approved as to form only:

Approved: Attorney for the Confederated Tribes of the Chehalis Reservation

CONFEDERATED TRIBES of the CHEHALIS RESERVATION

RESOLUTION NO. 2016-14

RE: Entering into an Interlocal Agreement with Thurston County to Provide Sewer, Water, and Street Services to the Eagle 1 Property.

Whereas: The Business Committee of the Confederated Tribes of the Chehalis Reservation is the duly constituted governing body of the Chehalis Indian Tribe, in accordance with the Constitution and By-laws adopted by voting members of the Tribe and approved by the Commissioner of Indian Affairs; and

Whereas: The Business Committee is responsible for protecting and enhancing the social, health, educational and economic well-being of Tribal Members; and

Whereas: The Chehalis Tribe pursues certain economic development activities for the benefit of the Tribe through Chehalis Tribal Enterprises ("CTE"), an unincorporated department of the Tribal government; and

Whereas: CTE intends to develop that parcel of Tribal trust land commonly known as Thurston County Tax Parcel number 5570-23-00000 in Grand Mound, Washington (the "Eagle 1 Property") for economic development purposes; and

Whereas: Water and sewer utilities and street access will be necessary for the development of the Eagle 1 Property; and

Whereas: CTE wishes to connect all of the proposed development to water, sewer, and streets owned by Thurston County; and

Whereas: The Tribe and the County have determined that it is in their best interests to memorialize a negotiated agreement regarding the provision of water, sewer, and street services to the Eagle 1 property through an interlocal agreement;

Now Therefore, Let It Be Resolved: That the Business Committee of the Chehalis Indian Tribe does hereby approve the proposed "Interlocal Agreement to Provide Sewer, Water, and Street Services between Thurston County and the Confederated Tribes of the Chehalis Reservation", as attached hereto, and authorizes the Chairman and Vice Chairman to sign that agreement on behalf of the Tribe.

Certification: *This Resolution, Number 2016-14, was duly considered and approved at a regularly scheduled meeting of the Chehalis Business Committee held on February 9, 2016, at which a quorum was present. The vote being 4 For; 0 Against, with 0 Abstentions.*

Signed:

Don E. Secena,
Chairman

Attested:

Cheryle Starr,
Secretary

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